

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Greenberg Traurig, LLP	2. Registration No. 5712	CRM/ISS/REGISTRATION UNIT 2009 AUG -6 AM 9:18
3. Name of Foreign Principal Secretaria de Agricultura Ganderia, Desarrollo Rural, Pesca y Alimentacion (SAGARPA)		

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

On behalf of SAGARPA, the registrant will provide advice and legal counsel on U.S-Mexico agricultural trade policy and other related domestic issues, as well as how those issues affect SAGARPA and its constituents.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will monitor developments and contact relevant administration officials, members of Congress and their staff to advocate SAGARPA's position and to acquire information for SAGARPA.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The representation of the foreign principal before the Legislative and Executive Branch will include meetings with members of Congress and their staffs, members of the administration and close communication with government Agencies.

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Date of Exhibit B 7/31/2009	Name and Title Irwin Altschuler, Shareholder	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

SERVICE CONTRACT EXECUTED BY THE PARTY OF THE FIRST PART, BY THE FEDERAL EXECUTIVE, THROUGH THE SECRETARIAT OF AGRICULTURE, LIVESTOCK, RURAL DEVELOPMENT, FISHING AND FOOD (SAGARPA), THROUGH ITS DECENTRALIZED ADMINISTRATIVE ENTITY "SUPPORT AND SERVICES TO AGRICULTURAL MARKETING," HEREINAFTER "ASERCA," REPRESENTED IN THIS ACT BY CARLOS VÁZQUEZ OCHOA, IN HIS CAPACITY AS MINISTER OF THE AGRICULTURAL COUNCIL OF MEXICO IN THE UNITED STATES OF AMERICA AND ASSISTED BY ATTY. CARLOS CORREA RODRIGUEZ, IN HIS CAPACITY AS DIRECTOR OF ADMINISTRATION, AND THE PARTY OF THE SECOND PART "GREENBERG TRAUIG, LLP," HEREINAFTER "PROVIDER," REPRESENTED IN THIS ACT BY MR. IRWIN P. ALTSCHULER, IN HIS CAPACITY AS LEGAL REPRESENTATIVE, HEREINAFTER "ASERCA" AND "PROVIDER" WILL BE REFERRED TO JOINTLY AS "THE PARTIES," IN ACCORDANCE WITH THE FOLLOWING RECITALS, DECLARATIONS AND CLAUSES:

RECITALS

1. In the First Extraordinary Meeting of the Committee for Acquisitions, Leases and Services of "ASERCA" held on April 23, 2009, it was approved to contract the services hereunder by the procedure of Direct Adjudication to "PROVIDER." The above is based on articles 22 section II, 26 section III, 40 and 41 section X of the Law of Public Acquisitions, Leases and Services. The above is due to the fact that the advisor's office in Consulting Services in Agrobusiness Commercial Policy and Agricultural Legislation has been provided year after year and responds to the real need for "ASERCA" to have a consistent follow-up of various matters implicit in the relationship with the U.S. Government, as well as issues related to various sectors of this country.

The Professional Service covers various topics, all related to the agroindustrial sector, including:

- < Political and Legal Monitoring, analysis and strategy.
- < Handling and defense before Congress and the executive branch.
- < Handling of crisis/quick response teams.
- < Multilateral Forums and negotiations.
- < Market Research and promotion.
- < Dispute on the enola bean patent.
- < Access to the market of the Hass avocado
- < Antidumping and compensatory taxes on imports. Byrd Amendment.
- < Dispute on sugar and high fructose concentrate for Mexico and the United States.
- < Pending matters in the Mexico - United States cooperation in the Agricultural Sector.
- < Fishing Matters.
- < Forestry and Wood Matters.
- < Commercial Projects.

Most of these topics are a continuum of the services provided by "PROVIDER" in previous years and must be extended until they can be considered finished.

The matters to be covered by "PROVIDER" include negotiations with various sectors that intervene in the aforementioned topics and must advise the public servants of "ASERCA," in situations that may place at risk the interests of the Nation and the national sectors involved.

2. "ASERCA" has the budget authorized in the corresponding appropriation in order to make the payments arising from this contract.

DECLARATIONS

1 - OF "ASERCA" :

1.1.- It is the Decentralized Administrative Entity of the Secretariat of Agriculture, Livestock, Rural Development, Fishing and Food, as indicated in articles 17 of the Organic Law of the Federal Public Administration;

3, section III and 32 of the Internal Regulation of the Secretariat of Agriculture, Livestock, Rural Development, Fishing and Food.

1.2.- Atty. Carlos Vázquez Ochoa, in his capacity as Minister of the Agricultural Council of Mexico in the United States of America, is authorized to sign this contract according to the provisions of article 33, second paragraph, sections XI and XII, and 35 section II and last paragraph of the Internal Regulation of the Secretariat of Agriculture, Livestock, Rural Development, Fishing and Food.

1.3.- Its domicile is in Municipio Libre No. 377, Floor 6 wing "B," Colonia Santa Cruz Atoyac, Delegación Benito Juárez, Postal Code 03310, Mexico, Federal District, indicated for all legal purposes of this contract.

1.4.- The Head Director of "ASERCA," by Letter No. 1000/201/2009, of April 21, 2009, authorized the corresponding payment to contract the service hereunder.

1.5.- By letter No. 513.-217 dated March 20, 2009, the General Department of Promotion and Efficiency and Quality in Services issued the decision from an organizational viewpoint in order to go ahead with the contracting of the services requested hereunder.

1.6.- Its Federal Taxpayer Registration is: ASC910416PK9.

1.7.- It needs the Consulting Services in Agrobusiness Commercial Policy and Agricultural Legislation.

1.8.- By letter No. F00.1110/097/2007 of September 5, 2007, the Minister of the Agricultural Council of Mexico in the United States of America indicates that: the information arising from this service will be confidential according to applicable rules.

II.- "PROVIDER" Declares under penalty of perjury:

II. 1.- That Greenberg Traurig, LLP is a limited liability company incorporated according to U.S. laws and is active according to the legal registration certificate as "Limited Liability Company" from the State of New York, according to the registration of December 28, 1999, from the State Department of the State of New York; it has full technical and legal capacity to bind itself in the terms of this contract and has the equipment, personnel, material and other elements necessary to perform the services contracted.

II.2.- Irwin P. Altschuler proves his personality as legal representative with certificate from the managing partner of Greenberg Traurig LLP dated April 30, 2004, executed before notary public of the city of Washington D.C., Beatrice W. Melecio, and has sufficient powers as necessary to sign this document which to date have not been reduced or revoked in any manner.

II.3.- In order to comply with article 32-D of the Federal Tax Code, he declares that he resides abroad without tax domicile in the National Territory, so that he is not obligated to submit a request for registration with the Federal Taxpayer Register or give notices to said register, or to file periodic tax returns in Mexico.

II.4.- Its domicile is at 800 Connecticut Avenue, N.W., suite 500, Washington D.C., United States of America, which is indicated for all legal purposes of this contract.

II.5.- It knows the requests of "ASERCA" and has the experience, human and material resources as well as the tools owned by it as necessary to render the services hereunder.

II.6.- It is the only employer of all and every one of the persons who will intervene in the performance and implementation of the purpose of this contract, so that it holds harmless "ASERCA" from any labor responsibility.

II.7.- None of the active partners fills a position, job, or commission in public service or fall under the premises referred to in article 50 of the Law of Public Acquisitions, Leases and Services.

II.8.- It is not disqualified by resolution of the Secretariat of Governance, as indicated in article 31, section XXIV de la Law of Public Acquisitions, Leases and Services.

II.9.- To the extent applicable, this paragraph contains the latest modifications that prove the legal existence and representation of the company.

III.- OF "THE PARTIES":

III.1. They wish to execute this contract for consulting services and bind themselves according to its clauses.

III.2.- They undertake to provide at all times the facilities and support and the documents necessary to the personnel of the Secretariat of Governance, of the Superior Audit Office of the Federation and the Internal Control Entity of ASERCA, to conduct the audits and revisions necessary to verify compliance with the obligations contracted hereunder, which they deem convenient to carry out.

LEGAL GROUNDS

In light of the above and pursuant to articles 134 and other related and applicable articles of the Constitution of the United Mexican States; 17, 26 and 35 and other related and applicable articles of the Organic Law of Federal Public Administration; 1793, 1794, 1798, 1858, 1859 of the Federal Civil Code; 1, 3, section VIII, 11, 26 section III, 40, 41 section X, 42, 45, 46, 48, 49, 50, 51, 52, 53, 54, 55 BIS and other related and applicable articles of the Law of Public Acquisitions, Leases and Services; 37, 49, 51, 54, 55, 55-A, 62, 63, 64, 66, 68A and other related and applicable articles of the Regulation of the Law of Public Acquisitions, Leases and Services; 1, 4, section VII, 61, and other related and applicable articles of the Federal Law of the Budget and Treasury Responsibility, 39, 64, 65, 66 and other related and applicable articles of the Federal Law of the Budget and Treasury Responsibility, 1 and 16 and other related and applicable articles of the Decree on the Budget of Expenditure of the Federation for Fiscal Year 2009; 3, section III, 32, 33, paragraph 2, sections XI and XII, 35 section II, and last paragraph and other related and applicable articles of the Interior Regulation of the Secretariat of Agriculture, Livestock, Rural Development, Fishing and Food; and the Decision delegating to the officers of the decentralized administrative entity of the Secretariat of Agriculture, Livestock, Rural Development, Fishing and Food, the powers granted to the manager thereof under the Law of Public Acquisitions, Leases and Services and the Law of Public Works and Related Services, published in the Diario Oficial de la Federación of May 17, 2007, and the current bylaws of "PROVIDER," "THE PARTIES" execute this Contract in accordance with the following clauses:

CLAUSES

ONE.- OBJECT OF THE CONTRACT.

"PROVIDER" undertakes to provide services of professional consulting called "Consulting in Agrobusiness Commercial Policy and Agricultural Legislation" pursuant to the SOLE ADDENDUM "DESCRIPTION OF THE SERVICE" which, duly signed by the department requesting the service and "PROVIDER," is an integral part hereof.

TWO - SERVICES.

“PROVIDER” undertakes to perform the services of Consulting in Agrobusiness Commercial Policy and Agricultural Legislation in accordance with the instructions given by “ASERCA” through the Manager of the Agricultural Council of Mexico in the United States of America headquartered in Washington, D.C., and will carry out the services as stipulated in the SOLE ADDENDUM “DESCRIPTION OF THE SERVICE” and the following specifications:

The matters to be covered by “PROVIDER” include negotiations with various sectors that intervene in the matters hereunder, and it must advise the public servants of “ASERCA” in situations that may place at risk the interests of the Nation and of the national sectors involved.

The contracting of the services hereunder will continue the matters that are still in the process of implementation and that are subject to follow up, as well as problems arising and requiring immediate attention.

“PROVIDER” must deliver a monthly report on the activities carried out to the Manager of the Agricultural Council of Mexico in the United States of America headquartered in Washington, D.C.

“PROVIDER” will follow the technical and quality standards established by “ASERCA,” being obligated to have, for the best performance, specialists in the disciplines of international trade negotiations, diplomatic, political, economic, legal matters and professional practice in international issues.

THREE – PLACE AND TERM OF THE SERVICE.

“PROVIDER” undertakes to carry out the services hereunder at its domicile located at 800 Connecticut Avenue, N.W., suite 500, Washington, D.C., United States of America, and “ASERCA” to receive all information and documentation generated in connection with the service at its domicile at 1911 Pennsylvania Ave. NW 7th Floor, Washington, D.C., 20006-3403 USA.

FOUR – AMOUNT OF THE CONTRACT.

“ASERCA” undertakes to pay to “PROVIDER” in consideration of the service hereunder the total amount of \$7,000,000.00 (SEVEN MILLION PESOS 00/100 NATIONAL TENDER) for consulting services rendered in the United States of America.

“THE PARTIES” agree that the amount corresponding to the consideration of the services hereunder includes all payments, materials and tools owned, as necessary to render the service.

FIVE – PAYMENT TERMS.

The payment for the services hereunder will be made by “ASERCA” to “PROVIDER” as follows:

- a) Eight monthly payments of the total amount of the contract on May 29, June 30, July 31, August 31, September 30, October 30, November 30 and December 31, all in 2009, each in the amount of \$875,000.00 (EIGHT HUNDRED SEVENTY-FIVE THOUSAND PESOS 00/100 NATIONAL TENDER), after “PROVIDER” has rendered the corresponding services and delivered the report each month with the activities carried out to the Manager of the Agricultural Council of Mexico in the United States of America headquartered in Washington, D.C., and the latter certifies that he received the services in due time and form and to the full satisfaction of “ASERCA,” communicating such fact to the Manager of the General Department of Administration and Finance. The last payment will be made when “PROVIDER” satisfactorily completes the entire service, by presentation of an original of the delivery-acceptance minutes, certifying in it that the Minister of the Agricultural Council of Mexico in the United States of America,

headquartered in Washington D.C., received all services in due time and form, and to the full satisfaction of "ASERCA" and communicates in writing to the Manager of the General Department of Administration and Finance.

Said payments will be made by "ASERCA," after payment instruction issued to the Federal Treasury (TESOFE), by transfer of funds to the bank account of "PROVIDER," which is identified as checking account in the United States of America number [REDACTED], Bank Code [REDACTED], international code [REDACTED] [REDACTED] opened with Citibank FSB domiciled at 201 S. Biscayne Blvd., Suite 3100 Miami, Florida 33131, U.S.A., beneficiary, "PROVIDER," reference SAGARPA/ASERCA, 10 (ten) business days after the date of presentation of the corresponding invoices at the domicile indicated, located at Av. Municipio Libre No. 377 – 9th floor wing "B," Colonia Santa Cruz Atoyac, Postal Code 03310, México, D. F., on Fridays, 9:00 A.M. to 3:00 P.M.

The payment will be made by "ASERCA," within 10 (ten) business days after the presentation of the invoice for the service. "PROVIDER," when invoicing, must mention the item to which the payment applies, and the invoice must contain all required tax requisites.

The payment will be made by electronic transfer to the bank account of "PROVIDER," according to the previous paragraph, whereby "PROVIDER" undertakes to deliver to "ASERCA" a certificate from financial institution concerning the existence of its account and "*Guidelines on the Operation, Organization, and Operational Requirements of the Integral System of Federal Financial Administration (SIAFF)*," published by the Secretariat of the Treasury and Public Credit together with the Federal Treasury in the Diario Oficial de la Federación on April 30, 2002.

If "PROVIDER" is subject to the penalties stipulated in clause eleven, the payment for the services hereunder will be conditioned on the payment made by "PROVIDER" for the penalties.

The invoice must be in the name of a support and services to agricultural marketing, Federal Tax Registration ASC-910416-PK9, tax domicile in Municipio Libre No. 377, 6th floor wing "B," Col. Santa Cruz Atoyac, Postal Code 03310, Delegación Benito Juárez, México, Federal District, the description of the services will correspond to those described in the respective contract, adding the contract number.

"ASERCA" undertakes that, if the invoices delivered by "PROVIDER" contain errors or deficiencies, it will notify "PROVIDER" in writing within 3 business days after receipt and will indicate in writing the deficiencies to be corrected, delaying the established due date accordingly.

SIX.- TAXES AND DUES.

The taxes originated from the performance of this contract will be applicable to "THE PARTIES" according to current tax law. Consequently, each of them will be responsible to pay their taxes arising from the stipulations hereof.

SEVEN.- PATENTS, TRADEMARKS and LICENSES.

"PROVIDER" will assume full responsibility if, while rendering the services to "ASERCA," it infringes rights of third parties, at national or international level, in patents, trademarks, licenses, and copyright, or in case of violation of matters of law related to intellectual or industrial property in connection with the services and/or goods hereunder.

EIGHT – PERFORMANCE BOND.

To guarantee the performance of the obligations hereunder, “PROVIDER” undertakes to deliver, at the latest, within 10 calendar days after signing this contract, a bond issued by a National Institution legally authorized, in favor of the Federal Treasury and available to “ASERCA,” for 20% of the amount of the contract, in National Tender. This bond will be in force as of the date of its issuance and will remain in force during the substantiation of all legal remedies or lawsuits filed, until a final resolution rendered by the competent authority, so that its term may not be shortened because of the performance term of this contract. Furthermore, this bond will remain in force even if “ASERCA” grants extensions or grace periods to “PROVIDER” to perform the obligations covered by the bond. To release the bond, the express written request of “ASERCA” will constitute an indispensable requisite.

In the event of extensions or grace periods granted to “PROVIDER” to perform the contract arising from the formalization on an agreement to extend its term, “PROVIDER” undertakes to obtain the modification of the bond.

NINE – MODIFICATIONS OF THE CONTRACT.

By mutual consent, “THE PARTIES,” with well-grounded and explicit reasons given by “ASERCA” may modify this contract pursuant to article 52 of the Law of Public Acquisitions, Leases and Services and other applicable provisions, observing at all times the austerity and discipline measures concerning the expenditure of the Federal Public Administration.

TEN - COPYRIGHT.

“THE PARTIES” agree that “ASERCA” will be the holder of the Copyright arising from the performance of the services hereunder.

The data, information and results obtained from the performance of the services hereunder are property of “ASERCA,” so that “PROVIDER” undertakes not to edit, publish or market, in full or in part, the results and documents generated from the service or the information provided by “ASERCA” to carry out the service without express written consent from “ASERCA.”

ELEVEN - CANCELLATION.

“ASERCA” may cancel this contract administratively without any liability and without any court resolution, with the only requirement of communicating its decision in writing to “PROVIDER” in the cases mentioned below:

- A. When, due to causes imputable to “PROVIDER,” the services are not provided within the agreed terms and conditions.
- B. When “PROVIDER” does not make the necessary corrections during the period of performance of the services.
- C. When the services rejected during the acceptance and warranty period are not replaced.
- D. For noncompliance with clause fourteen hereof on confidentiality.
- E. For noncompliance with the other obligations set forth in this contract.

In the case of the aforementioned paragraphs, the cancellation procedure will start at any time after “ASERCA” becomes aware of the facts.

If prior to the decision to cancel the contract, the obligations are performed, the procedure initiated will be null and void, after acceptance and verification by "ASERCA" that there is still a need to request the services hereunder, applying, if necessary, the corresponding contractual penalties.

"ASERCA" may decide not to cancel the contract when, during the procedure, it notices that the cancellation of the contract may cause damage or affect the functions entrusted by it.

This cancellation procedure will be carried out as follows:

I.- It will be initiated as of the time a written communication is issued to "PROVIDER" about the default incurred, giving it 5 business days to show cause and produce, if applicable, the evidence it deems pertinent;

II.- After the lapse of the term referred to in the previous section, "ASERCA" will resolve considering the arguments and evidence produced, and

III.- The decision whether or not to cancel the contract must be duly founded, motivated and communicated to "PROVIDER" within 15 business days after the events indicated in section I above.

IV.- When the contract is cancelled, "ASERCA" will issue the corresponding release in order to state the payments it must make for the services rendered until the time of the cancellation.

In the event of cancellation, the execution of the performance bond will be proportional to the amount of the obligations defaulted.

TWELVE – CONTRACTUAL PENALTIES.

In the event of delay of "PROVIDER" in the performance of the services hereunder, the contractual penalty of 2% per calendar day of delay will be applied on the amount of the services not rendered due to causes imputable to "PROVIDER" within the time indicated, up to the amount of the guarantee, in which case, "ASERCA" may choose to cancel the contract and execute the guarantee or accept the service.

The penalty will apply at the time of the corresponding payment, in which case the payment for the services will be contingent upon the payment to be made by "PROVIDER" for the contractual penalties, by certified check to the order of TESOFE.

THIRTEEN – HUMAN RESOURCES.

"THE PARTIES" agree that this contract was signed with the understanding that "PROVIDER" has the necessary personnel and its own equipment to render the services hereunder, so that "ASERCA" will not be considered, at any time, as intermediary concerning said personnel, so that "ASERCA" is held harmless as of now of any labor, tax and social security responsibility that may exist. Consequently, "PROVIDER" undertakes to respond to the claims of its workers.

In addition, "PROVIDER" undertakes to cover the costs for any damage, loss, destruction or deterioration duly proven caused by said personnel during the performance of the services hereunder.

FOURTEEN - CONFIDENTIALITY.

"PROVIDER" undertakes to keep strictly confidential the information to which it has access in connection with the execution of this contract, as well as the personnel contracted by it, keeping absolute

confidentiality of said information, so that it assumes responsibility for the misuse by said personnel of said information during and after the end of the term of this instrument.

FIFTEEN. – LIABILITY.

“PROVIDER” undertakes to respond from the quality of the services and assume any liability incurred in the terms hereof, pursuant to paragraph two article 53 of the Law of Public Acquisitions, Leases and Services.

SIXTEEN.- TERM.

This contract will be in effect from April 24 to December 31, 2009.

SEVENTEEN. – EARLY TERMINATION.

In case of reasons of general interest or when, due to justified causes, the need to require the service originally contracted disappears and it is demonstrated that, should the performance of the obligations therein continue, it would cause damage or loss to the State, or the total or partial nullity of the acts that gave origin to this contract is determined in connection with the resolution of a disagreement issued by the Secretariat of Governance, “ASERCA” may terminate this contract early with written notice to “PROVIDER” ten business days before the date it becomes effective, specifying the reasons or causes justifying the early termination; in this case “ASERCA” will pay to “PROVIDER” the amount corresponding to the services actually provided until the date of early termination of the contract.

EIGHTEEN. – TRANSFER OF RIGHTS.

“THE PARTIES” that “PROVIDER” may not transfer to third parties, individuals or artificial persons, in full or in part, its rights and obligations hereunder except for the rights to collection in which case it must obtain prior written consent from “ASERCA.”

According to the program of productive chains introduced by Nacional Financiera, “PROVIDER” will have the option to request the corresponding payment transferring the collection rights pursuant to article 46 of the Law of Public Acquisitions, Leases and Services, so that “ASERCA” accepts that “PROVIDER” may transfer its collection rights in favor of a financial intermediary by factoring operations or electronic discount in production chains.

NINETEEN.- RIGHT TO SUPERVISE.

“ASERCA” designates the manager of the Agricultural Council of Mexico in the United States of America with headquarters in Washington D.C., in charge of supervising compliance with technical, operative and financial aspects as well as strict compliance with this contract and its addendum and other obligations stipulated in the contract; it will also be responsible for requesting the Manager of the General Department of Administration and Finance to make payments to “PROVIDER,” as stipulated in Clause Five “Payment Terms” hereof.

TWENTY.- ASPECTS NOT SET FORTH.

“THE PARTIES” agree to submit, in all aspects not set forth in this contract, to the provisions of Book Four, Part One, Title One, Chapter I and Part Two, Title Ten, Chapter II, and other applicable provisions of the Federal Civil Code.

TWENTY-ONE.- JURISDICTION.

For the interpretation and performance of this contract, "THE PARTIES" submit to the jurisdiction of the Federal Court of Mexico, Federal District, waiving any other jurisdiction to which they may be entitled due to their present or future domicile or for any other reason.

After "THE PARTIES" read this contract and became aware of the content and legal force of its clauses, they sign it in token of acceptance in three counterparts in Mexico City, Federal District on April 24, 2009.

FOR "ASERCA"	FOR "PROVIDER"
<p>[signature]</p> <p>CARLOS VAZQUEZ OCHOA MINISTER OF THE COUNCIL OF THE UNITED STATES OF AMERICA</p> <p>[signature]</p> <p>ATTY. CARLOS CORREA RODRIGUEZ DIRECTOR OF ADMINISTRATION</p>	<p>[signature]</p> <p>MR. IRWIN P. ALTSCHULER LEGAL REPRESENTATIVE GREENBERG TRAURIG, LLP</p>

It is noted that there is budget availability to cover the commitment in order to conduct the professional consulting services called "Consulting in Agrobusiness Commercial Policy and Agricultural Legislation" in the amount of \$7,000,000.00 (SEVEN MILLION PESOS 00/100 National Tender).

BUDGET CODE: 2009.08.F00.3.2.01.00.002.M001.3304.1.1

Atty. Roberto Almanza Gutiérrez
[signature]
Director of Finance
April 24, 2009

2009 AUG -6 AM 9:18
CRM/ISS/REGISTRATION UNIT



PROFESSIONAL SERVICE CONTRACT, EXECUTED BY THE PARTY OF THE FIRST PART, BY THE FEDERAL EXECUTIVE, THROUGH THE SECRETARIAT OF AGRICULTURE, LIVESTOCK, RURAL DEVELOPMENT, FISHING AND FOOD, THROUGH THE NATIONAL SERVICE FOR AGRO-FOOD, QUALITY, HEALTH AND SAFETY, REPRESENTED BY ITS CHIEF DIRECTOR, MVZ ENRIQUE SANCHEZ CRUZ, AND THE PARTY OF THE SECOND PART "GREENBERG TRAUIG, LLP," REPRESENTED BY IRWIN P. ALTSCHULER, IN HIS CAPACITY AS LEGAL REPRESENTATIVE, HEREINAFTER "**SENASICA**" AND "**PROVIDER**", RESPECTIVELY, TO PROVIDE CONSULTING SERVICES IN AGROBUSINESS COMMERCIAL POLICY AND AGRICULTURAL LEGISLATION, UNDER THE FOLLOWING DECLARATIONS AND CLAUSES:

DECLARATIONS

I. OF "SENASICA":

- 1.1.- PURSUANT TO ARTICLE 26 OF THE ORGANIC LAW OF FEDERAL PUBLIC ADMINISTRATION, IT IS AN OFFICE OF THE FEDERAL EXECUTIVE, WITH THE FUNCTIONS VESTED IN IT UNDER ARTICLE 35 OF SAID ORGANIC LAW AND THE OTHER POWERS EXPRESSLY VESTED IN IT UNDER THE LAWS AND REGULATIONS.
- 1.2.- IT IS A DECENTRALIZED ADMINISTRATIVE ENTITY OF THE DEPARTMENT OF AGRICULTURE, LIVESTOCK, RURAL DEVELOPMENT, FISHING AND FOOD, PURSUANT TO ARTICLE 3 SECTION III OF ITS INTERNAL REGULATION, WHICH, IN CONCURRENCE WITH ARTICLE 49 OF SAID LAW, HAS, AMONG OTHER FUNCTIONS, THAT OF APPLYING AND SUPERVISING COMPLIANCE WITH THE PROVISIONS IN MATTERS OF HEALTH, AND ANALYZING THE RISK OF THE INTRODUCTION, ESTABLISHMENT AND DISSEMINATION OF PLAGUES AND DISEASES THAT AFFECT AGRICULTURE AND LIVESTOCK, AND DETERMINE THE LEVELS OF INCIDENCE AND, IF APPLICABLE, THE RECOGNITION OF FREE ZONES.
- 1.3.- THE CHIEF DIRECTOR IS AUTHORIZED TO SIGN THIS CONTRACT, PURSUANT TO ARTICLES 35 SECTION II, AND 54 SECTION X OF THE INTERNAL REGULATION OF THE SECRETARIAT OF AGRICULTURE, LIVESTOCK, RURAL DEVELOPMENT, FISHING AND FOOD.
- 1.4.- THE ACQUISITIONS, LEASING AND SERVICE COMMITTEE OF THE NATIONAL SERVICE FOR AGRO-FOOD, QUALITY, HEALTH AND SAFETY, IN ITS SECOND ORDINARY MEETING HELD ON MARCH 30, 2009, DECLARED APPROPRIATE THE CONTRACTING THROUGH THE DIRECT ADJUDICATION PROCEDURE, PURSUANT TO ARTICLES 40 AND 41 SECTION X OF THE PUBLIC ACQUISITIONS, LEASING AND SERVICE LAW.
- 1.5.- BY LETTER No. 513.-215, DATED MARCH 19, 2009, THE GENERAL SERVICE FOR THE PROMOTION OF SERVICE EFFICIENCY AND QUALITY OF THE SECRETARIAT OF AGRICULTURE, LIVESTOCK, RURAL DEVELOPMENT, FISHING AND FOOD, ISSUED A FAVORABLE OPINION FROM AN ORGANIZATIONAL VIEWPOINT FOR THE CONSULTING SERVICES HEREUNDER.
- 1.6.- IT HAS AUTHORIZATION FROM THE MANAGER OF THIS DECENTRALIZED ADMINISTRATIVE ENTITY, ISSUED BY LETTER No. B00.00452/09 DATED MARCH 03, 2009, TO MAKE THE CORRESPONDING PAYMENT UNDER BUDGET ITEM 3304.
- 1.7.- IT HAS SUFFICIENT BUDGET GRANTED BY THE GENERAL SECTION OF ADMINISTRATION AND INFORMATION TECHNOLOGY ADMINISTRATIVE UNIT UNDER THE AEGIS OF "**SENASICA**", TO MAKE THE PAYMENTS ARISING FROM THIS INSTRUMENT.
- 1.8.- IT IS REGISTERED WITH THE FEDERAL TAXPAYER REGISTER UNDER NUMBER **SNS 960412 AH4**.



1.9.- ITS LEGAL DOMICILE IS LOCATED AT AVENIDA INSURGENTES SUR No. 489- FLOOR 16, COL. HIPODROMOCONDESA, MEXICO, FEDERAL DISTRICT, ZIP CODE 06100, WHICH IT INDICATES FOR ALL LEGAL PURPOSES OF THIS CONTRACT.

II.- OF "PROVIDER":

11.1.- THE COMPANY GREENBERG TRAURIG, LLP IS A LIMITED LIABILITY COMPANY INCORPORATED UNDER U.S. LAW, AND IS ACTIVE, ACCORDING TO THE LEGAL REGISTRATION CERTIFICATE OF "LIMITED LIABILITY COMPANY" OF THE STATE OF NEW YORK, ACCORDING TO REGISTRATION DATED DECEMBER 28, 1999, OF THE STATE DEPARTMENT OF THE STATE OF NEW YORK; IT HAS FULL TECHNICAL AND LEGAL CAPACITY TO BIND ITSELF IN THE TERMS OF THIS CONTRACT, AND HAS THE EQUIPMENT, PERSONNEL, MATERIALS AND OTHER ELEMENTS NECESSARY FOR THE PERFORMANCE OF THE SERVICES CONTRACTED.

11.2.- IRWIN P. ALTSCHULER PROVES HIS IDENTITY AS LEGAL REPRESENTATIVE WITH CERTIFICATE OF MANAGING PARTNER OF GREENBERG TRAURIG LLP, DATED APRIL 30, 2004, EXECUTED BY NOTARY PUBLIC OF THE CITY OF WASHINGTON, D.C., AND HAS SUFFICIENT POWERS, AS NECESSARY, TO SIGN THIS DOCUMENT, WHICH HAVE NOT BEEN REDUCED OR REVOKED TO DATE IN ANY MANNER.

11.3.- IN COMPLIANCE WITH ARTICLE 32-D OF THE FEDERAL TAX CODE, HE DECLARES THAT THE COMPANY REPRESENTED BY HIM RESIDES ABROAD, WITHOUT TAX DOMICILE IN THE NATIONAL TERRITORY AND THAT THE SERVICES HEREUNDER WILL BE RENDERED AND USED AT THE PLACE OF RESIDENCE OF PROVIDER, SO THAT IT IS NOT OBLIGATED TO FILE THE REQUEST FOR REGISTRATION WITH THE FEDERAL TAXPAYER REGISTER, OR NOTICES TO SAID REGISTER OR TO FILE PERIODIC TAX RETURNS IN MEXICO.

11.4.- ITS DOMICILE IS AT 800 CONNECTICUT AVENUE, N.W., SUITE 500, WASHINGTON D.C., UNITED STATES OF AMERICA, WHICH IT INDICATES FOR ALL LEGAL PURPOSES OF THIS CONTRACT.

WITH THESE RECITALS, AND PURSUANT TO ARTICLES 9, 26 AND 35 OF THE ORGANIC LAW OF FEDERAL PUBLIC ADMINISTRATION, 1793, 1794, 1798, 1858, 2606 TO 2615 AND OTHER CONCURRENT ARTICLES OF THE FEDERAL CIVIL CODE; 1, 3, 19, 22 SECTION II, 25, 40, 41, SECTION X, 44, 45, 46, 48, 51, 53, 54, AND OTHER APPLICABLE ARTICLES OF THE PUBLIC ACQUISITIONS, LEASING AND SERVICE LAW; 1, 3, 11, 14, SECTION VII, 24, 27 AND 3 OF THE COPYRIGHT LAW; ARTICLE 13 SECTION II AND 14 SECTION II AND VI FEDERAL LAW OF TRANSPARENCY AND ACCESS TO FEDERAL PUBLIC GOVERNMENT INFORMATION; 3 SECTION III, 35 SECTIONS II AND III, 49 AND 54 SECTION X OF THE INTERNAL REGULATION OF THE SECRETARIAT OF AGRICULTURE, LIVESTOCK, RURAL DEVELOPMENT, FISHING AND FOOD, THE PARTIES EXECUTE THIS CONTRACT GOVERNED BY THE FOLLOWING:

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ONE **OBJECT OF THE CONTRACT.** “**PROVIDER**” UNDERTAKES TO “**SENASICA**” TO PROVIDE TO IT THE PROFESSIONAL CONSULTING SERVICES CALLED “CONSULTING SERVICES IN AGROBUSINESS COMMERCIAL POLICY AND AGRICULTURAL LEGISLATION,” PURSUANT TO THE TECHNICAL ADDENDUM, WHICH IS AN INTEGRAL PART OF THIS INSTRUMENT.

TWO **MONTHLY REPORT.** THE PARTIES AGREE THAT “**SENASICA**”, DECENTRALIZED ADMINISTRATIVE ENTITY, WILL BE RESPONSIBLE FOR ASSURING THAT THE SERVICES CONTRACTED ARE RENDERED AS STIPULATED IN THIS INSTRUMENT, SO THAT “**PROVIDER**” UNDERTAKES TO DELIVER A MONTHLY REPORT ON THE ACTIVITIES CONDUCTED TO THE TECHNICAL SECRETARY OF THE CHIEF DIRECTOR, WITH COPY TO THE GENERAL DIRECTOR OF ADMINISTRATION AND INFORMATION TECHNOLOGY, IN ORDER TO PROVIDE THE APPROVAL OF THE CORRESPONDING INVOICES AND/OR RECEIPTS.

THREE **TERM.** THIS CONTRACT WILL BE IN EFFECT FOR THE PERIOD FROM **APRIL 01 TO DECEMBER 31, 2009.**

FOUR **AMOUNT OF THE CONTRACT.** “**SENASICA**” UNDERTAKES TO PAY TO “**PROVIDER**”, AS CONSIDERATION FOR THE SERVICES INDICATED IN CLAUSE ONE, NINE FIXED INSTALLMENTS AT THE END OF THE MONTH OF THE SERVICES; EIGHT PAYMENTS IN THE AMOUNT OF \$777,777.77 (SEVEN HUNDRED SEVENTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-SEVEN PESOS 77/100 NATIONAL TENDER), FROM APRIL TO NOVEMBER, AND A LAST PAYMENT TO BE MADE IN DECEMBER OF THIS YEAR, IN THE AMOUNT OF \$777,777.84 (SEVEN HUNDRED SEVENTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY-SEVEN PESOS 84/100 NATIONAL TENDER), AS DESCRIBED IN THE TECHNICAL ADDENDUM.

THESE PAYMENTS WILL BE MADE BY ELECTRONIC TRANSFER OF FUNDS TO THE BANK ACCOUNT OF THE BENEFICIARY THROUGH THE INTEGRAL SYSTEM OF FEDERAL FINANCIAL ADMINISTRATION (SIAFF) OPERATED BY TESOFE, WITHIN 45 (**FORTY-FIVE**) CALENDAR DAYS AFTER THE PRESENTATION OF THE INVOICE FOR COLLECTION, DULY PREPARED, TO THE SATISFACTION OF “**SENASICA**” AND ACCORDING TO THE TECHNICAL ADDENDUM.

FOR THE PAYMENT TO BE MADE, THE PROVIDER OF THE SERVICE WILL PROVE THAT IT HAS DULY COMPLIED, IN TIME AND FORM, WITH THE ACTIONS AND COMMITMENTS ASSUMED UNDER THE CONTRACT; AND ALSO THAT THE AREA USING THE SERVICE HAS SUPERVISED AND FOUND THAT THEY WERE COMPLETED PURSUANT TO THE CONTRACT, WHICH MUST BE INDICATED IN AN APPROVAL OF THE PUBLIC SERVANT DESIGNATED TO SUPERVISE ITS PERFORMANCE, WHICH WILL CONSIST OF A WRITTEN DOCUMENT WITH ORIGINAL SIGNATURE THAT LEAVES NO DOUBT AS TO THE SATISFACTORY PERFORMANCE OF THE COMMITMENTS UNDERTAKEN.

IT MUST BE MENTIONED THAT THE PAYMENT WILL BE PROPORTIONATELY SUBJECT TO THE AMOUNTS PAYABLE BY PROVIDER FOR CONTRACTUAL PENALTIES.

ACCORDING TO THE PRODUCTION CHAIN PROGRAM IMPLEMENTED BY NACIONAL FINANCIERA, PROVIDERS OF GOODS OR SERVICES WILL HAVE THE OPTION OF REQUESTING



CORRESPONDING PAYMENT, ASSIGNING THE COLLECTION RIGHTS, PURSUANT TO ARTICLE 46 LAASSP [PUBLIC ACQUISITIONS, LEASING AND SERVICE LAW], SO THAT "SENASICA" ACCEPTS THAT PROVIDER MAY ASSIGN ITS COLLECTION RIGHT TO A FINANCIAL INTERMEDIARY BY FACTORING OPERATIONS OR ELECTRONIC DISCOUNT IN PRODUCTION CHAINS. THE FOLLOWING INFORMATION IS REQUIRED FOR PAYMENT BY ELECTRONIC TRANSFER:

INTEGRAL SYSTEM OF FEDERAL FINANCIAL ADMINISTRATION (SIAFF)

STARTING IN 2003, **ELECTRONIC TRANSFERS TO BANK ACCOUNTS FOR PAYMENT** REQUESTS OF PROVIDERS OF GOODS AND/OR SERVICES WILL REQUIRE COPIES OF THE FOLLOWING DOCUMENTS:

- CODE NUMBER (**STANDARDIZED BANK CODE**), WHICH CONSISTS OF 18 POSITIONS, FOR WHICH IT IS NECESSARY TO SEND A **COPY OF THE COVER PAGE OF THE STATEMENT OF ACCOUNT OF THE ACCOUNT OPENED BY THE BENEFICIARY, SHOWING THE NAME, TAX DOMICILE AND ACCOUNT NUMBER.**

RECEIPT OF INVOICES AND/OR RECEIPTS.

THE RECEIPT OF INVOICES AND/OR RECEIPTS FOR REVIEW WILL TAKE PLACE ONLY ON MONDAYS AND WEDNESDAYS FROM 10:00 A.M. TO 2:00 P.M. AT THE DEPARTMENT OF MATERIAL RESOURCES AND GENERAL SERVICES LOCATED ON THE 14TH FLOOR OF THE BUILDING LOCATED AT: AVENIDA INSURGENTES SUR NO. 489, COLONIA HIPODROMO CONDESA, DELEGACION CUAUHTEMOC, POSTAL CODE 06100, MEXICO F.D.; IF THE INVOICES AND/OR RECEIPTS DELIVERED BY PROVIDERS FOR PAYMENT CONTAIN ERRORS OR DEFICIENCIES THE DEPARTMENT OF MATERIAL RESOURCES AND GENERAL SERVICES (DRMSG) WILL INDICATE IN WRITING TO PROVIDER, WITHIN THREE BUSINESS DAYS AFTER RECEIPT, THE DEFICIENCIES THEY MUST CORRECT. THE PERIOD LAPSED AFTER THE DELIVERY OF THE LETTER TO THE TIME PROVIDER PRESENTS THE CORRECTIONS WILL NOT BE CALCULATED FOR THE PURPOSES OF ARTICLE 51 OF THE LAW OF PUBLIC ACQUISITIONS, LEASES AND SERVICES.

THE TERM REFERRED TO IN ARTICLE 51 LAASSP WILL NOT BE CALCULATED IF PROVIDER HAS NOT PRESENTED THE FOLLOWING DOCUMENTATION: GUARANTEE AND LEGAL DOCUMENTATION. IN THIS CASE, THE CALCULATION OF THE PAYMENT TERM WILL START RUNNING AFTER THE DEPARTMENT OF MATERIAL RESOURCES AND GENERAL SERVICES HAS LEGAL AND ADMINISTRATIVE DOCUMENTATION PROVIDERS MUST DELIVER.

IT IS THE RESPONSIBILITY OF PROVIDER TO SUBMIT THE INVOICE AT THE DEPARTMENT OF MATERIAL RESOURCES AND GENERAL SERVICES, WITH THE UNDERSTANDING THAT THE RECEIPT DATE OF THE INVOICES AND/OR RECEIPTS WILL SERVE FOR THE CALCULATION OF THE TERM REFERRED TO IN ARTICLE 51 LAASSP, WITHOUT PREJUDICE TO THE REVIEW OF THE INVOICE AND RECEIPT, IF APPLICABLE, FOR APPROVAL, AS APPROPRIATE. IN CASE OF



PENALTIES CHARGED TO PROVIDER, THE PAYMENT WILL BE CONTINGENT UPON PAYMENT OF THE PENALTY. THESE CASES WILL NOT BE INCORPORATED IN PRODUCTION CHAINS.

FIVE DIRECT AND INDIRECT EXPENSES. THE PARTIES AGREE THAT THE AMOUNT STIPULATED INCLUDES ALL DIRECT AND INDIRECT EXPENSES **"PROVIDER"** MUST MAKE IN ORDER TO RENDER THE SERVICES CONTRACTED.

SIX GUARANTEE. IN ORDER TO GUARANTEE PERFORMANCE OF THE OBLIGATIONS HEREUNDER **"PROVIDER"** WILL DELIVER WITHIN TEN CALENDAR DAYS AFTER THE SIGNING OF THIS CONTRACT, ACCORDING TO THE LAST PARAGRAPH IN ARTICLE 48 OF THE LAW OF PUBLIC ACQUISITIONS, LEASES AND SERVICES, A BOND POLICY ISSUED BY A MEXICAN BONDING COMPANY LEGALLY INCORPORATED, IN THE AMOUNT OF **\$1,399,999.99** (ONE MILLION THREE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-NINE PESOS 99/100 NATIONAL TENDER), EQUIVALENT TO 20% OF THE TOTAL AMOUNT OF THIS INSTRUMENT, IN FAVOR OF THE FEDERAL TREASURY AND AVAILABLE TO "SENASICA", NOT INCLUDING VALUE ADDED TAX.

IF THE BOND IS NOT SUBMITTED AFTER THE TERM REFERRED TO IN THE PREVIOUS PARAGRAPH, **"SENASICA"** MAY DECLARE THE ADMINISTRATIVE CANCELLATION OF THE CONTRACT.

AS A CONSEQUENCE OF THE ABOVE, AND PURSUANT TO ARTICLE 68 OF THE REGULATION OF THE LAW OF PUBLIC ACQUISITIONS, LEASES AND SERVICES, THE BOND MUST CONTAIN THE FOLLOWING DECLARATIONS:

- a) THAT THE BOND IS GRANTED IN LIGHT OF ALL STIPULATIONS CONTAINED IN THE CONTRACT.
- b) THAT IN ORDER TO RELEASE THE BOND IT WOULD BE INDISPENSABLE TO OBTAIN AN EXPRESS WRITTEN DECLARATION OF THE OFFICE OR ENTITY.
- c) THAT THE BOND WILL BE VALID DURING THE SUBSTANTIATION OF ALL LEGAL REMEDIES OR LAWSUITS FILED UNTIL A FINAL DECISION IS RENDERED BY THE COMPETENT AUTHORITY AND THAT IN ORDER TO GUARANTEE PENDING OBLIGATIONS AND DEFECTS IN THE PROVISION OF THE SERVICES AS WELL AS ANY OTHER LIABILITY ARISING FROM THE CONTRACT.
- d) THAT THE BONDING COMPANY EXPRESSLY AGREES TO SUBMIT TO THE EXECUTION PROCEDURES PROVIDED FOR IN THE FEDERAL LAW OF BONDING INSTITUTIONS FOR THE BONDING ACTIVITY, EVEN IF INTEREST MUST BE COLLECTED IN CONNECTION WITH THE PAYMENT OF THE AMOUNT OF THE REQUIRED BOND POLICY OUTSIDE THE TERM.

IN CASE OF GRANTING EXTENSIONS OR GRACE PERIODS TO PROVIDER TO PERFORM ITS OBLIGATIONS ARISING FROM THE SIGNING OF AGREEMENTS FOR THE EXPANSION OF THE AMOUNT OR TERM OF THE ORDER AND/OR CONTRACT, IT WILL BE NECESSARY TO OBTAIN THE MODIFICATION OF THE BOND.



WHEN, AT THE TIME OF THE RELEASE, THERE ARE BALANCES PAYABLE BY PROVIDER, AND THE LATTER MAKES THE FULL PAYMENT UNCONDITIONALLY, THE OFFICES AND ENTITIES MUST RELEASE THE BOND, AND WHEN IT IS NECESSARY TO EXECUTE THE BONDS, THE OFFICES MUST DELIVER TO THE FEDERAL TREASURY WITHIN THE TERM REFERRED TO IN ARTICLE 143 OF THE REGULATION OF THE LAW OF THE SERVICE OF THE FEDERAL TREASURY, A REQUEST SPECIFYING THE INFORMATION NECESSARY TO IDENTIFY THE OBLIGATION OF CREDIT GUARANTEED AND THE PERSONS BOUND BY THE BOND, ENCLOSING DOCUMENTS TO SUPPORT AND JUSTIFY THE COLLECTION; IN CASE OF ENTITIES, THE DOCUMENTS WILL BE REMITTED TO THE CORRESPONDING AREA.

- SEVEN** **PROFESSIONAL SECRECY OF THE ACTIVITIES.** “**PROVIDER**” MAY NOT DISCLOSE IN ANY MANNER, IN FULL OR IN PART, THE RESULT OF THE ACTIVITIES HEREUNDER.
- EIGHT** **TECHNICAL STANDARDS.** “**PROVIDER**” WILL FOLLOW THE TECHNICAL AND QUALITY STANDARDS ESTABLISHED BY “**SENASICA**”, HAVING SPECIALISTS FOR THE BEST PERFORMANCE IN THE DISCIPLINES OF INTERNATIONAL TRADE NEGOTIATIONS, DIPLOMATIC, POLITICAL, ECONOMIC, LEGAL AFFAIRS AND PROFESSIONAL PRACTICE IN INTERNATIONAL ISSUES.
- NINE** **PROFESSIONAL SECRECY.** “**PROVIDER**” UNDERTAKES TO PROVIDE THE SERVICES UNDER THE STRICTEST RULES OF CONFIDENTIALITY AND PROFESSIONAL SECRECY. IN THIS SENSE, ANY INFORMATION OR DOCUMENTATION “**PROVIDER**” KEEPS AS PART OF ITS FILES AT THE END OF THE SERVICES WILL BECOME PROPERTY OF “**SENASICA**”; FURTHERMORE, “**PROVIDER**” UNDERTAKES NOT TO DISCLOSE THE REPORTS, DATA AND RESULTS OBTAINED IN THE SERVICES RENDERED.
- TEN** **ASSIGNMENT OF RIGHTS.** “**PROVIDER**” UNDERTAKES TO PROVIDE THE SERVICES HEREUNDER WITHOUT ASSIGNING TO THIRD PARTIES, INDIVIDUALS OR LEGAL PERSONS, ITS RIGHTS AND OBLIGATIONS ARISING FROM THIS CONTRACT, EXCEPT FOR COLLECTION RIGHTS IN WHICH CASE IT MUST OBTAIN THE PRIOR WRITTEN CONSENT OF “**SENASICA**”, PURSUANT TO THE LAST PARAGRAPH OF ARTICLE 46 OF THE LAW OF PUBLIC ACQUISITIONS, LEASES AND SERVICES.
- ELEVEN** **PERSON IN CHARGE TO FOLLOW UP THE CONTRACT.** “**SENASICA**” DESIGNATES AS PERSON IN CHARGE TO OVERSEE, SUPERVISE AND COORDINATE THE PROPER PROVISION OF THE SERVICES TO THE TECHNICAL SECRETARY OF THE CHIEF DIRECTOR OF “**SENASICA**”, WHO WILL GIVE ALL FACILITIES TO THE PERSONNEL IN CHARGE OF CARRYING OUT THE SERVICE MENTIONED ABOVE AND THE APPROVAL, WITHOUT WHICH THE CORRESPONDING PAYMENT WILL NOT BE MADE.
- TWELVE** **CIVIL LIABILITY.** “**PROVIDER**” UNDERTAKES TO RESPOND FOR ANY DAMAGE OR LOSS CAUSED TO THE GOODS OR PERSONNEL OF “**SENASICA**”, TO THE PERSONNEL OF THIRD PARTIES WHEN THEY ARISE FROM ITS NEGLIGENCE, FAULT, FRAUD OR BAD FAITH IN THE PERFORMANCE OF THE SERVICE.



- THIRTEEN** **LABOR LIABILITY. "PROVIDER",** AS EMPLOYER OF THE PERSONNEL USED IN THE PERFORMANCE OF ANY ACTIVITY RELATED TO THE PROVISION OF THE SERVICES HEREUNDER WILL BE THE ONLY PARTY RESPONSIBLE FOR COMPLYING WITH LABOR, CIVIL AND SOCIAL SECURITY OBLIGATIONS THAT ARISE, UNDERTAKING TO RESPOND FOR ANY DISPUTE OR LITIGATION FILED BY SUCH PERSONNEL AGAINST IT OR AGAINST "SENASICA", WHICH WILL NOT BE CONSIDERED IN ANY CASE SUBSTITUTE EMPLOYER.
- FOURTEEN** **OBLIGATIONS OF PROVIDER.** EXCEPT FOR THE OBLIGATIONS ARISING FROM THIS CONTRACT "SENASICA" DOES ACQUIRE NOR DOES IT ACKNOWLEDGE ANY OTHER OBLIGATIONS IN FAVOR OF "PROVIDER", SINCE THERE IS NO APPLICATION OF THE FEDERAL LAW OF THE WORKERS IN THE SERVICE OF THE STATE, REGULATING SECTION B ARTICLE 123 OF THE CONSTITUTION AND THEREFORE "PROVIDER" AND ITS EMPLOYEES ARE NOT WORKERS OF "SENASICA" IN THE TERMS OF ARTICLE 5 SECTION III OF THE LAW OF THE SOCIAL SECURITY INSTITUTE AND SOCIAL SERVICES OF THE WORKERS OF THE STATE.
- FIFTEEN** **MODIFICATION OF THE CONTRACT.** PURSUANT TO ARTICLE 52 OF THE LAW OF PUBLIC ACQUISITIONS, LEASES AND SERVICES, THIS CONTRACT MAY BE MODIFIED AND/OR EXTENDED IN ITS TERM, BUT THE TOTAL AMOUNT OF THE MODIFICATION MAY NOT EXCEED UNDER ANY CIRCUMSTANCES 20% (TWENTY PERCENT) OF THE TOTAL AMOUNT ORIGINALLY AGREED UPON, BEING SUBJECT TO BUDGET AUTHORIZATION PROCESSED FOR THIS PURPOSE, PROVIDE THE FOLLOWING CONDITIONS ARE MET:
- A) THE PRICE OF THE SERVICES CONCERNED BY THE INCREASE IS THE SAME AS THAT ORIGINALLY ESTABLISHED.
 - B) THE EFFECTIVE DATE OF THE MODIFICATION MUST BE ESTABLISHED BY MUTUAL AGREEMENT BETWEEN THE PARTIES.
 - C) THE INCREASE IN THE SERVICE MUST BE DULY JUSTIFIED BY THE MANAGER OF SAGARPA AND VALIDATED BY THE DIRECTOR OF THE DECENTRALIZED ADMINISTRATIVE ENTITY.
 - D) THERE IS COMPLIANCE WITH THE GUIDELINES IN MATTERS OF SAVINGS ISSUED BY THE SECRETARIAT OF FINANCE AND PUBLIC CREDIT AND THE SECRETARIAT OF GOVERNANCE.
- SIXTEEN** **CONTRACTUAL PENALTY.** IN THE EVENT OF DEFAULT ON THE CONTRACT IMPUTABLE TO "PROVIDER", PURSUANT TO ARTICLE 53 OF THE LAW OF PUBLIC ACQUISITIONS, LEASES AND SERVICES AND ARTICLE 64 OF THE REGULATION



OF THE LAW OF PUBLIC ACQUISITIONS, LEASES AND SERVICES, A 2% CONTRACTUAL PENALTY WILL BE APPLIED ON THE PROPORTIONAL PART DEFAULTED, PER BUSINESS DAY OF DELAY UP TO THE AMOUNT OF THE PERFORMANCE BOND.

“SENASICA” MAY CHOOSE TO START THE PROCEDURE FOR ADMINISTRATIVE CANCELLATION OF THE CONTRACT AND EXECUTE THE BOND IN THE PROPORTIONAL PART DEFAULTED OR TO REQUIRE THE PERFORMANCE OF THE SERVICES, ENFORCING THE CONTRACTUAL PENALTY MENTIONED ABOVE.

SEVENTEEN **AUDITS.** FOR THE PURPOSES OF ARTICLE 68-A OF THE REGULATION OF THE LAW OF PUBLIC ACQUISITIONS, LEASES AND SERVICES, WHEN THE SECRETARIAT OF GOVERNANCE AND/OR THE INTERNAL CONTROL ENTITY OF “SENASICA” REQUIRE INFORMATION AND/OR DOCUMENTATION RELATED TO THIS CONTRACT, “**PROVIDER**”, WILL BE OBLIGATED TO PROVIDE THE INFORMATION WHEN REQUIRED, IN CONNECTION WITH AUDITS, VISITS OR INSPECTIONS CARRIED OUT.

EIGHTEEN **CANCELLATION OF THE CONTRACT.** “SENASICA” MAY CANCEL THE CONTRACT ADMINISTRATIVELY AT ANY TIME WHEN “**PROVIDER**” DEFAULTS ON ITS OBLIGATIONS ACCORDING TO THE FOLLOWING PROCEDURE:

- A. IT WILL START AS OF THE TIME “**PROVIDER**” IS NOTIFIED IN WRITING OF THE DEFAULT INCURRED WITH A TERM OF FIVE BUSINESS DAYS TO SHOW CAUSE AND IF APPLICABLE PROVIDE THE EVIDENCE IT DEEMS RELEVANT
- B. AFTER THE TERM REFERRED TO IN THE PREVIOUS PARAGRAPH, IT WILL BE RESOLVED CONSIDERING THE ARGUMENTS AND EVIDENCE PRODUCED BY IT.
- C. “SENASICA” MUST COMMUNICATE TO “**PROVIDER**” IN WRITING THE DETERMINATION OF CANCELING THE CONTRACT OR NOT, ACCORDING TO THE PROCEDURE SET FORTH IN ARTICLE 54 OF THE LAW OF PUBLIC ACQUISITIONS, LEASES AND SERVICES, WITHIN 15 BUSINESS DAYS AFTER THE EVENT SET FORTH IN PARAGRAPH A.
- D. WHEN THE CONTRACT IS CANCELLED, THE CORRESPONDING RELEASE WILL BE ISSUED IN ORDER TO STATE THE PAYMENTS TO BE MADE BY “SENASICA” FOR THE SERVICES RENDERED UNTIL THE TIME OF THEIR CANCELLATION.

NINETEEN **EARLY TERMINATION.** “SENASICA” MAY TERMINATE THIS CONTRACT EARLY IN CASE OF REASONS OF GENERAL INTEREST OR WHEN, DUE TO JUSTIFIED CAUSES, THE NEED TO REQUIRE THE SERVICES ORIGINALLY CONTRACTED DISAPPEARS, AND IT IS DEMONSTRATED THAT CONTINUING WITH THE PERFORMANCE OF THE OBLIGATIONS ESTABLISHED WILL CAUSE DAMAGE OR



LOSS TO THE STATE, OR IF THE TOTAL OR PARTIAL NULLITY OF THE ACTS THAT ORIGINATED THE CONTRACT IS DETERMINED IN CONNECTION WITH THE RESOLUTION OF A DISAGREEMENT ISSUED BY THE SECRETARIAT OF GOVERNANCE. IN THESE CASES, "SENASICA" WILL REIMBURSE TO "PROVIDER" THE NONRECOVERABLE EXPENSES INCURRED BY IT PROVIDED THEY ARE REASONABLE, THEY ARE DULY PROVEN AND DIRECTLY RELATED TO THE CORRESPONDING CONTRACT.

TWENTY ACT OF GOD OR FORCE MAJEURE. WHEN, IN THE PERFORMANCE OF THE SERVICES, THERE IS AN ACT OF GOD OR FORCE MAJEURE, "SENASICA" UNDER ITS RESPONSIBILITY MAY SUSPEND THE PERFORMANCE OF THE SERVICE IN WHICH CASE IT WILL PAY ONLY THE SERVICES ACTUALLY RENDERED AND THAT THE DOWN PAYMENTS NOT AMORTIZED WILL BE REFUNDED.

TWENTY-ONE CONTRACTING OF THIRD PARTIES. "PROVIDER" ACCEPTS THAT, IN CASE THAT IT DOES NOT CARRY OUT THE SERVICE IN THE TERMS ESTABLISHED, "SENASICA" MAY CONTRACT THIRD PARTIES TO DO THE WORK AND "PROVIDER" ACCEPTS TO PAY THE COST OF THE INVOICE ORIGINATED.

TWENTY-TWO DEFECTS OR BAD FAITH. THIS CONTRACT CONSTITUTES AN AGREEMENT BETWEEN THE PARTIES IN CONNECTION WITH ITS OBJECT AND SUPERSEDES ANY OTHER NEGOTIATION OR OBLIGATION BETWEEN THEM, BE IT ORAL OR WRITTEN, PRIOR TO THE DATE THIS CONTRACT IS SIGNED. THE PARTIES DECLARE THAT IN THE EXECUTION OF THIS CONTRACT THERE HAS BEEN NO DEFECT, FRAUD OR BAD FAITH EFFECTING CONSENT.

TWENTY-THREE SECONDARY CHARACTER. THE PARTIES AGREE TO SUBMIT, IN ALL ASPECTS NOT SET FORTH IN THIS CONTRACT, TO THE PROVISIONS OF THE LAW OF PUBLIC ACQUISITIONS, LEASES AND SERVICES AND THE FEDERAL CIVIL CODE.

TWENTY-FOUR JURISDICTION. IN CASE OF CONFLICT OR DISPUTE ARISING FROM THE INTERPRETATION AND/OR PERFORMANCE OF THIS INSTRUMENT, THE PARTIES EXPRESSLY SUBMIT TO THE COMPETENCE OF THE FEDERAL COURTS OF MEXICO CITY FEDERAL DISTRICT, WAIVING AS OF NOW THOSE TO WHICH THEY MAY BE ENTITLED DUE TO THEIR PRESENT OR FUTURE DOMICILE OR ANY OTHER REASON.

THIS CONTRACT HAS BEEN REVIEWED BY THE GENERAL LEGAL DEPARTMENT OF "SENASICA" AND IT WAS FOUND COMPLIANT WITH THE CORRESPONDING REGULATORY PROVISIONS.



THE GENERAL SECTION OF ADMINISTRATION AND INFORMATION TECHNOLOGY OF "SENASICA", CONFIRMS THAT IT HAS BUDGET AVAILABILITY TO COVER THE COMMITMENTS HEREUNDER AND TO CARRY OUT, IF NECESSARY, THE TRANSFER OF THE RESPECTIVE FINANCIAL RESOURCES.

AFTER THE PARTIES READ THIS CONTRACT AND BECAME DULY AWARE OF THE SCOPE AND LEGAL CONTENT OF ITS CLAUSES, THEY SIGNED IT IN TWO COUNTERPARTS IN MEXICO CITY, FEDERAL DISTRICT, ON **APRIL 01, 2009**.

FOR "SENASICA"

[signature]
MVZ ENRIQUE SANCHEZ CRUZ
CHIEF DIRECTOR

[signature]
ATTY. JAVIER ESQUINCA ANDRADE
GENERAL DIRECTOR OF ADMINISTRATION AND
INFORMATION TECHNOLOGY

[signature]
ATTY. ALICIA ULLOA FLORES
DIRECTOR OF MATERIAL RESOURCES AND
GENERAL SERVICES

[signature]
ATTY. ROBERTO AGUILERA HERNANDEZ
GENERAL LEGAL DIRECTOR

FOR "PROVIDER"

[signature]
IRWIN P. ALTSCHULER
LEGAL REPRESENTATIVE

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